

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

Index No.: 1174/07
Date of Purchase: 6/29/07

LISA DAWN APARTMENTS INC.,

Plaintiff(s) designate(s)
NEW YORK
County as the place of trial

Plaintiffs,

-against-

RECEIVED
JUN 29 2007
TIMOTHY C. IDONI
COUNTY CLERK
COUNTY OF WESTCHESTER

SUMMONS

Plaintiff(s) reside(s) at
150 White Plains Rd.
Tarrytown, NY

7-13-07
DL
TRAVELERS EXCESS AND SURPLUS LINES
COMPANY,

Defendant.

The basis of venue
designated is: Plaintiffs'
Domicile

To the above named Defendant(s):

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or if the complaint is not served with this summons, to serve a notice of appearance, on the plaintiff's attorney(s) within 20 days after the service of this summons, exclusively of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York
June 27, 2007

ABRAHAM, LERNER & ARNOLD, LLP

By: _____

Jonathan D. Abraham

292 Madison Avenue, 22nd Floor
New York, New York 10017
(212) 686-4655

1 Hanover Square Hartford
CT 06183
(SC)

Defendant's Address:

Travelers Excess and Surplus Lines Company, c/o Superintendent of Insurance

ABRAHAM, LERNER
& ARNOLD, LLP
ATTORNEYS AT LAW

292 MADISON AVENUE, 22ND FLOOR
NEW YORK, NEW YORK 10017

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

-----X
LISA DAWN APARTMENTS INC.,

Index No.: 10774/07

Plaintiff,

-against-

TRAVELERS EXCESS AND SURPLUS LINES
COMPANY,

Defendant.
-----X

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COMPLAINT

The Plaintiffs by their attorneys, ABRAHAM, LERNER & ARNOLD, LLP, as and for its Complaint allege upon information and belief as follows:

1. At all times hereinafter mentioned, plaintiff, LISA DAWN APARTMENTS INC. ("Plaintiff"), was and still is a domestic corporation, organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the County of Westchester.
2. At all times hereinafter mentioned, defendant TRAVELERS EXCESS AND SURPLUS LINES COMPANY ("TRAVELERS"), was and still is a foreign corporation, organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of Connecticut.
3. At all times hereinafter mentioned defendant was authorized by the Superintendent of Insurance to issue policies of insurance in the State of New York, including the policy issued to plaintiffs herein.

4. At all times herein mentioned plaintiff was the owner of the apartment building located at 200 West 113 Street, New York, New York (hereinafter referred to as the "subject premises").

AS AND FOR A FIRST CAUSE OF ACTION

5. Plaintiff repeats, reiterates and realleges each and every allegation set forth in preceding paragraphs numbered "1" through "4," inclusive, with the same force and effect as though more fully set forth herein

6. Prior to July 16, 2005, for good and valuable consideration, defendant issued a policy of insurance to plaintiff through the National Association of Property Owners and Real Estate Professionals Program ("N.A.P.O. Program"), bearing number KTQ-CMB-296T361-2-05, with effective dates of coverage from February 1, 2005 to February 1, 2007, insuring the subject premises against the peril of fire and other perils.

7. On or about July 16, 2005, while the aforementioned policy was in full force and effect, the subject premises were damaged by fire and its effects.

8. Subsequent to July 16, 2005, plaintiff submitted a claim to defendant seeking to be indemnified for the loss sustained to the subject premises.

9. Defendant has failed to fully indemnify plaintiff for the loss sustained to subject premises, despite the fact that same has been duly demanded.

10. Defendant's failure to fully indemnify plaintiff for the damages sustained to the subject premises constitutes a breach of contract.

11. As a result of defendant's breach of contract, plaintiff has been damaged in an amount to be determined but believed to exceed \$75,000.

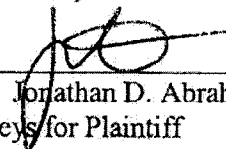
WHEREFORE, plaintiff demands judgment against defendant TRAVELERS in an amount believed to exceed \$75,000 with interest thereon from July 16, 2005, altogether with the costs and disbursements of this action.

Dated: New York, New York
June 27, 2007

Yours, etc.

ABRAHAM, LERNER & ARNOLD, LLP

By


Jonathan D. Abraham, Esq.

Attorneys for Plaintiff

292 Madison Avenue, 22nd Floor
New York, New York 10017
212-686-4655

Index No. Year 2007

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

LISA DAWN APARTMENTS INC.,

Plaintiffs,

-against-

TRAVELERS EXCESS AND SURPLUS LINES COMPANY,

Defendants.

SUMMONS AND COMPLAINT

Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney duly admitted to practice law in the State of New York, certifies that, upon information and belief based upon reasonable inquiry, the contentions contained in the annexed document are not frivolous.

Dated: June 28, 2007

Signature: _____

Print Signer's Name: _____

Jonathan Abraham

Service of a copy of the within

is hereby admitted.

Dated: _____

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Attorney(s) for

ABRAHAM, LERNER & ARNOLD, LLP

Attorneys for Plaintiffs

292 Madison Avenue, 22nd Floor

New York, New York 10017

(212) 686-4655